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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premium Armored Services, Inc.		01/03/2006	CORPORATION:
Efmark Service Company of Illinois, Inc.		01/03/2006	CORPORATION:
The Wilson Group, Inc.		01/03/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78733728	EFMARK
Serial Number:	78733733	THE VALUE OF ONE
Serial Number:	78733730	THE ONLY ATM SOLUTION
Serial Number:	78717248	ATM SENTRY
Serial Number:	78741945	PREMIUM CASH MANAGER

CORRESPONDENCE DATA

Fax Number: (312)863-7496

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3128637194

Email: sonya.szot@goldbergkohn.com

Correspondent Name: Sonya Szot

Address Line 1: 55 E. Monroe Street Suite 3700 Address Line 4: Chicago, ILLINOIS 60013

TRADEMARK

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ATTORNEY DOCKET NUMBER:	1989.099
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	01/04/2006
Total Attachments: 5 source=PDF_Docu#page1.tif source=PDF_Docu#page2.tif source=PDF_Docu#page3.tif source=PDF_Docu#page4.tif source=PDF_Docu#page5.tif	

TRADEMARK REEL: 003220 FRAME: 0602

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3 day of January, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Bantek West, Inc., Bantek Acquisition Corporation, Idaho Armored Services, LLC, The Wilson Group, Inc., Premium Armored Services, Inc., EFMARK Service Company of Illinois, Inc., as borrowers ("Borrowers"), ATM Acquisition Corp., a Delaware corporation, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Amended and Restated Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

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- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this <u>Section 4</u>, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 5. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 003220 FRAME: 0604 IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PREMIUM ARMORED SERVICES, INC.
By: Judhlu Name: Title:
EFMARK SERVICE COMPANY OF ILLINOIS INC.
By: // W W W Title:
THE WILSON GROUP, INC.
By:
ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO FOOTHILL, INC., as Agent
Ву:_
Name:
litle.

Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PREMIUM ARMORED SERVICES, INC.

By:
Name:
Title:
EFMARK SERVICE COMPANY OF ILLINOIS INC.
By:
Title:
By:
ranie.
ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO FOOTHILL, INC., as Agent
Name: Phyliss Hosen
Title: SD DICE DESIGNA

Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Application/ Registration No.
EFMARK	78-733728
The Value of One	78-733733
The Only ATM Solution	78-733730
ATM SENTRY	78-717248
Premium Cash Manager	78-741945

TRADEMARK REEL: 003220 FRAME: 0607

RECORDED: 01/04/2006